objects, sometimes, unfortunately, sought to be obtained by unworthy means, and in the prosecution of their common object the action of any one member is binding upon all." For a somewhat similar decision under the English Trade Union Acts see *The Taff Vale Railway Co.* v. *The Amalgamated Society of Railway Servants,* L. R. [1901], A. C. 426. For *dictum contra* see *Diamond Block Coal Co.* v. *United Mine Workers of America, supra.* As to the general right to injunction to restrain a third party from inducing a breach of employment see *Hitchman Coal & Coke Co.* v. *Mitchell,* 38 Sup. Ct. 65, commented on in 16 MICH. L. REV. 250, article in 27 YALE L. J. 779; *Eagle Glass & Mfg. Co.* v. *Rowe,* 38 Sup. Ct. 80; *McMichael* v. *Atlanta Envelope Co.,* 151 Ga. 776.

TRADE NAMES—DESCRIPTIVE WORDS.—Plaintiff, as owner of a business conducted under the name Active Transfer Co. and Active Parcel Delivery, sued to enjoin defendants from using the names Action Transfer Co. and Action Parcel Delivery. *Held,* an injunction was properly granted. *Jaynes* v. *Weickman* (Cal., 1921), 203 Pac. 828.

After holding the similarity of "action" with "active" to be such as would deceive the public, the court declared the adjective "active" not to be descriptive when used in relation to a transfer and parcel delivery company. It was "sufficiently fanciful" to entitle plaintiff "to protect the use as a trade name of the phrase of which it is a part." This distinction is illustrated by the two cases, *Scriven* v. *North,* 124 Fed. 894, and *Globe-Wernicke Co.* v. *Brown,* 121 Fed. 185, holding respectively that "elastic" was descriptive as applied to drawers, but fanciful as applied to book-cases. The narrow line of distinction is shown by comparison of the principal case with the following decisions that the adjectives concerned were descriptive and the phrase was not pre-emptible: "Instantaneous Tapioca," *Bennett* v. *McKinley,* 65 Fed. 505; "Imperial Beer," *Beadleston* v. *Cooke Brewing Co.,* 74 Fed. 229; "Continental Insurance," *Continental Ins. Co.* v. *Continental Fire Assn.,* 96 Fed. 846; "Ever-ready Coffee Mills," *United States* v. *Bronson Co.,* 17 App. D. C. 471; "Gold Medal Saleratus," *Taylor* v. *Gillies,* 59 N. Y. 331; "Snowflake Bread," *Larrabee* v. *Lewis,* 67 Ga. 561; "Health Preserving Corsets," *Ball* v. *Siegel,* 116 Ill. 137; "Favorite Letter File," *Cooke & Cobb Co.* v. *Miller,* 65 N. Y. S. 730; "Lather Kreem Shaving Compound," *Krank Mfg. Co.* v. *Pabst,* 277 Fed. 15. If the court in the principal case had been bothered by these precedents it might have rendered the same decree while saying: "We are of the opinion that the complainants have failed to establish a valid technical trade mark; but inasmuch as the testimony shows unfair competition, which entitles them to an injunction, it is deemed unnecessary to discuss the distinctions which seem to differentiate this case * * *." *Scriven* v. *North,* 134 Fed. 366, 380.

TRIALS—IGNORANCE AND INCOMPETENCE OF ATTORNEY AS GROUND FOR NEW TRIAL.—Defendant was charged with taking indecent liberties with a twelve-year-old girl. At the trial the defendant's attorney sought to show that all

of the prosecution's witnesses had made statements out of court as to what occurred which were at variance with their testimony at the trial. Defendant's attorney was ignorant as to the proper method of laying the foundation for this impeaching testimony and so it was excluded. *Held,* a new trial should be granted in order that the defendant might have an opportunity to present the proof in a proper way. *People* v. *Schulman* (Ill., 1921), 132 N. E. 530.

It is a general rule that, upon the principles of agency, a client is bound by the acts of his attorney. Thus, it has been held that the client is liable in damages for the misconduct of his attorney at the trial. *Eshelman* v. *Rawalt,* 298 Ill. 192. In *Hambrick* v. *Crawford,* 55 Ga. 335, equity refused to enjoin a judgment obtained when the defendant's attorney used only one defense which proved insufficient when the defendant had in fact several defenses. For a collection of cases, see 9 L. R. A. (n. s.) 524. The rule in New York, however, is contrary to the general rule and in accord with the rule of the principal case. The New York cases hold that a new trial may be granted when a client is injured by the neglect or ignorance of his attorney. *Sharp* v. *Mayor of New York,* 31 Barb. 578; *Elston* v. *Schilling,* 30 N. Y. Sup. Ct. 74. This doctrine has been characterized as showing "a fine spirit of humanity," but having "little regard for the settled principles of law." BLACK ON JUDGMENTS, § 376.

TRUSTS—CHARITIES—"PREACHING OF THE GOSPEL."—A testator directed that one-half of his residuary estate be paid to trustees and that they direct the use of the money for the purpose of "evangelization" and "in the preaching of the gospel as may to them seem best." Against the contention that it was too indefinite, it was *held* a valid charitable trust. *Rhodes* v. *Yater* (N. M., 1921), 202 Pac. 698.

The advancement of religion has been held charitable both before and after the Statute 43 Eliz., c. 4 (1601), which only referred to the "repair of churches" in enumerating charitable purposes. 2 PERRY, TRUSTS (Ed. 3), § 701. While indefiniteness of beneficiaries is necessary in a charitable trust, it is essential that a definite purpose and object be declared. A trust for missionary purposes in whatever field the trustee thinks best has been held not to fulfill this requirement. *Jones* v. *Patterson,* 271 Mo. 1. So also a bequest for the Lord's work, *In re Compton's Will,* 131 N. Y. S. 183; and for the propagation of the gospel in foreign lands, *Carpenter* v. *Miller's Ex'rs,* 3 W. Va. 174. On the other hand, it has been held that a trust for the spread of the gospel was sufficiently definite. *In re Lea,* L. R. 34 Ch. 528; *Att'y General* v. *Wallace's Devisees,* 46 Ky. 611. Trusts for the advancement of the Christian religion, *Miller* v. *Teachout,* 24 Ohio St. 525; for employing evangelists, *Greer* v. *Synod, Southern Presbyterian Church,* 150 Ky. 155; for such religious purposes as the trustees may think fit, *Going* v. *Emery,* 16 Pick. (Mass.) 107, and for extending the religion of Christian Science as taught by the testator, *Chase* v. *Dickey,* 212 Mass. 555, have been